

COMMONWEALTH HEALTH INSURANCE CONNECTOR AUTHORITY

ONE HUNDRED CITY HALL PLAZA
BOSTON, MASSACHUSETTS 02108

MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT (as may be amended from time to time, the "Agreement") is made and entered into as of January 15, 2009, (the "Effective Date") by and between the Commonwealth Health Insurance Connector Authority (the "Authority"), an independent public authority of the Commonwealth of Massachusetts with a principal office and place of business at One Hundred City Hall Plaza, Boston, Massachusetts, and Weber Shandwick, with a principal office at 101 Main Street, Cambridge, MA 02142, ("Contractor").

Whereas, the Authority desires to retain Contractor to render certain services to the Authority and Contractor desires to be so retained by the Authority and to perform the services specified herein, all in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Certain Definitions:** The following capitalized terms have the following meanings for purposes of this Agreement:
 - a) "Agreement" means this Master Services Agreement, including all work orders entered into hereunder and attached hereto and all other referenced attachments hereto and thereto, as the same may be amended from time to time in accordance with the terms of this Agreement.
 - b) "Authorized Subcontractors" means Sawyer Miller Advertising and KRC Research.
 - c) "Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents where the context so requires).
 - d) "Contractor" means any Person providing the services contemplated by this Agreement.
 - e) "General Counsel" means the Authority's General Counsel, or, in the event that no Person holds such title at the time in question, such other legal counsel to Authority as Authority's Executive Director may designate.
 - f) "Governmental Authority" means any national or federal government, any state or other political subdivision thereof, and any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
 - g) "Authority" means the Commonwealth Health Insurance Connector Authority and any of its subsidiaries, subdivisions or affiliates, and the successors or assigns thereof.
 - h) "Person" means any individual, partnership, corporation, limited liability company, joint venture, trust, unincorporated organization, Governmental Authority or any other entity.
 - i) "Pre-Existing Works" means all materials owned by or licensed to the Contractor or the Authorized Subcontractors prior to the performance of services under this Agreement, or developed or licensed by the Contractor or the Authorized Subcontractors outside of the scope of the performance of the services, and all modifications thereof.
 - j) "Project Personnel" means, with respect to the project hereunder, the employees or other personnel of each party responsible for such project.
 - k) "Public Records Act" means the Massachusetts Public Records Act, M.G.L. Chapter 66, and any successor thereto and M.G.L. Chapter 66A.

2. **Scope of Services:** The Authority hereby retains Contractor to provide services to the Authority during the term of this Agreement, and Contractor hereby accepts such engagement, subject to the parties' agreement on each work order. Contractor represents itself as competent and qualified to provide the Services set forth in this Agreement and in accordance with the terms and conditions of this Agreement and acknowledges that the Authority is relying upon such representation in entering into this Agreement. This Agreement shall apply to all services provided from time to time by Contractor to the Authority during the term specified in Section 4. Each service request shall be in writing and shall be attached to this Agreement as a separate work order, substantially in the form of Attachment A, specifying the start date and duration of the service request, the services to be performed, any deliverables to be furnished by Contractor and payment terms, and shall be signed by a duly authorized officer or employee of each of the parties. Each work order shall reference this Agreement and will be numbered sequentially. In the event of any conflict between the terms and conditions set forth in this Agreement and any provision(s) set forth in any work order or other attachment hereto, the terms of this Agreement shall control unless and until amended in accordance with Section 19 hereof.
3. **Payment:** The Authority shall compensate Contractor as set forth in the attached work order(s). Contractor shall submit to the Authority monthly invoices, which will include such information as is set forth on the relevant work order or as otherwise requested by the Authority.
4. **Term of the Agreement:** This Agreement shall take effect as of the Effective Date set forth in the first paragraph of this Agreement, and shall remain in effect until January 15, 2011, , or until Contractor has completed all services specified in the attached work order(s), whichever is sooner, unless terminated sooner under the provisions of Section 8(a).
5. **Project Personnel:** The relevant Project Personnel shall be set forth on the applicable work order. Unless otherwise agreed by the parties, each party will use all reasonable efforts to maintain the same personnel on its project team unless replacement is necessitated by the resignation, extended illness, incapacity or death of specific Project Personnel. The Authority may request the removal or replacement of any individual(s) from Contractor's project team, and if such a request is made, Contractor shall use all reasonable efforts to replace the relevant individual promptly.
6. **Timely Performance:** Contractor acknowledges that expeditious completion of Contractor's services and the expeditious delivery of the deliverables is of the utmost importance to the Authority and that Contractor will diligently and continuously perform its Services during the term of this Agreement.
7. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and shall be sent either (i) by facsimile or telecopier, (ii) by courier, or (iii) by first class mail, postage, prepaid, addressed to the Project Personnel listed in the applicable work order at the addresses of such Persons indicated in the first paragraph of this Agreement (or to such other address as a party may provide by notice to the party pursuant to this Section 7), and shall be effective (i) if dispatched by facsimile or telecopier and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after written confirmation by said courier of delivery, (iii) if sent by first class mail, two business days after its date of posting. A copy of each notice required to be sent to the Authority pursuant to this Agreement shall also be sent to the General Counsel.
8. **Termination or Suspension:**
 - a) This Agreement shall terminate on the date specified in Section 4, unless amended in accordance with Section 19 to extend the term hereof, or unless earlier terminated or suspended as provided in this Section 8(a). The Authority may terminate this Agreement or any portion thereof without cause and without penalty at any time upon provision of at least thirty (30) days advance written notice to the Contractor. If one party (the "Breaching Party") breaches any material term or condition or fails to perform or fulfill any material obligation required by this Agreement, the other party (the "Non-Breaching Party") may terminate or suspend this Agreement; provided, however, that the Non-Breaching Party shall first provide the Breaching Party with written notice specifying the nature of the breach or failure and the desired cure. If the Breaching Party fails to cure

the breach or failure within twenty (20) business days following receipt of written notice, the Non-breaching Party may terminate or suspend the Agreement immediately.

- b) Obligations in Event of Termination; Survival: Upon termination of this Agreement, the parties shall have the following obligations:
- i) *Deliverables:* Contractor shall deliver to the Authority all work papers and all written and tangible work product identified as deliverables in the applicable work order(s) for which services have been performed and payment has been made, and all other property of the Authority, and all copies thereof in the direct or indirect possession or control of Contractor, up to and including the date of termination.
 - ii) *Payment:* Contractor shall be paid for all requested and authorized services and deliverables described in the applicable work order(s) and performed up to and including the date of termination.
 - iii) *Non-cancellable obligations:* The Authority shall remain liable for any non-cancellable obligations incurred by the Contractor and existing at the termination date; provided that any such obligation was properly authorized pursuant to the terms of this Agreement.
 - iv) Sections 7 and Sections 9 through 27 of this Agreement shall survive termination of this Agreement.

9. **Representations, Warranties, Covenants and Certifications:**

- a) As of the date of this Agreement, and as of each date on which a work order is entered into by the parties, Contractor hereby represents, warrants and certifies under the penalties of perjury as follows:
- i) Contractor is duly authorized to enter into this Agreement (including all work orders hereunder), and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which Contractor or any of its assets is bound.
 - ii) Contractor and all Project Personnel of Contractor are fully capable and qualified to perform the described service(s) and Contractor's other obligations under this Agreement, and have obtained all requisite licenses and permits to perform such obligations.
 - iii) Contractor and all Project Personnel of Contractor are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other Governmental Authorities applicable or implicated by the subject matter of this Agreement, including, without limitation, the statutes referenced in Sections 9(d), 9(e), 13, 15 and 16 of this Agreement.
 - iv) Contractor and its employees are independent contractors of the Authority, and not employees, partners or joint-venturers of the Authority. Contractor will be solely responsible for withholding and paying all applicable payroll taxes of any nature, including social security and other social welfare taxes or contributions, that may be due on amounts paid to its employees. Contractor has filed and will continue to file all necessary state tax returns and reports, and has paid and will continue to pay all taxes and has complied and will continue to comply with all laws of the Commonwealth relating to Worker's Compensation, M.G.L. c. 152.
 - v) Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. Contractor agrees to comply

with all applicable Federal and State statutes, rules, and regulations prohibiting discrimination in employment, including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.

- vi) Contractor represents and warrants that all personnel supplied under this Agreement are eligible to work in the United States at the time of execution of this Agreement and that Contractor has a continuing obligation to ensure such status for the duration of the Agreement.
 - vii) Contractor represents and warrants that it is qualified to perform the services and provide the Materials and that it will perform the services and provide the Materials in a competent and professional manner, with due care and skill, in accordance with all standards of its industry and in accordance with the terms of this Agreement.
 - viii) All Project Personnel are either employees of Contractor or independent contractors of Contractor each of whom have entered into a written agreement with Contractor validly assigning to Contractor all intellectual property rights in Materials (as defined below) arising from performance of the services.
- b) The Authority acknowledges and agrees that it shall be responsible for: (a) the accuracy, completeness and propriety of information concerning the Authority's organization and services, whether provided to the Contractor by the Authority or by a third party authorized by the Authority; (b) the accuracy, completeness and propriety of any ideas or directions, whether provided to the Contractor by the Authority or by a third party authorized by the Authority; (c) rights, licenses and permissions to use materials furnished to the Contractor by the Authority or by a third party on the Authority's behalf; (d) compliance with all laws and regulations applicable to the Authority; and (e) the content of any press releases or other disseminated statements, information or materials approved by the Authority in accordance with this Agreement. Notwithstanding the foregoing, Contractor shall exercise reasonable care to verify that the party providing information on behalf of the Authority is authorized to provide such information and/or to confirm that appropriate approval has been obtained by the Authority for the use of information or materials by Contractor on behalf of the Authority.

10. Indemnification and Insurance:

- a) To the full extent allowed by law, the Contractor shall defend, indemnify and hold harmless the Authority, including its employees, agents, officers and directors (the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including legal fees and costs), judgments and awards (collectively, "Damages") sustained, incurred, or suffered by or imposed upon any Covered Person resulting from arising from or related to any third party claim based upon: (i) any breach of this Agreement or false representation of Contractor or the Authorized Subcontractors under this Agreement, (ii) any negligent acts or omissions or reckless or intentional misconduct of Contractor or the Authorized Subcontractors or any of Contractor's or the Authorized Subcontractors' respective agents, officers, directors or employees, or (iii) any actual or threatened claims that the services or any work product or deliverables produced as a result thereof contain or constitute slander, libel, defamation, disparagement, piracy, invasion of privacy or publicity, unauthorized use of name or likeness of any person, plagiarism, misappropriation, or infringement of United States statutory or common law copyright, trademark (subject to 11(b)(iii) below), trade secret, patent or other proprietary right, except to the extent based on materials, information or statements provided in writing or approved in accordance with this Agreement by the Authority for publication, dissemination or distribution. Without limiting the foregoing, Contractor shall defend, indemnify and hold harmless each Covered Person against any and all Damages that may directly or indirectly arise out of or may be imposed because of the failure to comply with the provisions of applicable law by

Contractor, the Authorized Subcontractors or any of their respective agents, officers, directors, employees, or subcontractors.

- b) Contractor shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities under this Agreement, including but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance. At the Authority's request, Contractor will provide the Authority with copies of the certificates of insurance evidencing such coverage.

11. **Ownership of Intellectual Property:**

- a) Unless provided otherwise by law, as between the Contractor and the Authority, ownership and possession of all information, data, reports, computer programs, drawings, documents, designs, models, inventions, equipment, and any other documentation, work product, or product of tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by Contractor pursuant to this Agreement or otherwise arising out of the performance of the services required hereunder (collectively, the "Materials"), other than Contractor's administrative communications, records, and files relating to this Agreement, are the sole property of, and shall vest in, the Authority as "works made for hire" or otherwise. As between the Authority and the Contractor, the Authority will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by Contractor pursuant to this Agreement, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the Authority will have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by Contractor. The Authority shall retain exclusive intellectual property rights in all graphics and text provided to Contractor by the Authority for incorporation into final Materials prepared by Contractor. Contractor shall use graphics and text provided by the Authority for the sole purpose of fulfilling contractual obligations created by this Agreement. Any material prepared or proposed by Contractor but not accepted by the Authority including, without limitation, rejected or unused advertising programs, campaigns, plans and ideas prepared by Contractor, shall remain Contractor's property.
- b) Notwithstanding anything to the contrary herein:
 - i) the Authority understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement; provided, however, that the Contractor shall not incorporate any third party materials into the Materials without the approval of the Authority obtained in accordance with this Agreement;
 - ii) the Contractor and the Authorized Subcontractors retains all of their rights, title and interests in and to (including, without limitation, the unlimited right to use) the Pre-Existing Works; and the Contractor does hereby grant, and shall cause the Authorized Subcontractors to grant, to the Authority a non-exclusive, royalty free, irrevocable and perpetual right and license to use the Pre-Existing Works incorporated in or used in connection with the Materials, solely as such Pre-Existing Works are incorporated in or used in connection with, and not apart from, the Materials; it being understood and agreed that subject to the rights of third parties as set forth in Section 11(b)(i) above, the Authority shall own all right title and interest in and to all TV, radio, print, internet, outdoor and other advertising materials created by the Contractor and the Authorized Subcontractors and accepted by the Authority under this Agreement.
 - iii) It is expressly understood and agreed that the Contractor shall not be responsible for ordering or performing preliminary or full trademark searches and/or for clearing for use any names and/or logos, whether or not prepared for and/or

delivered to the Authority by the Contractor hereunder, it being understood that the Authority is and remains solely liable for preliminary and full trademark searches and for clearing any names and logos it uses.

12. **Assignment by Contractor; Subcontracting:** The Authority may assign its rights and obligations under this Agreement to any Person who succeeds to all or any portion of the Authority's business, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. Contractor shall not assign or in any way transfer any interest in, or any of Contractor's rights or obligations under this Agreement, including by operation of law, without the prior written consent of the Authority. The Contractor shall not subcontract any services to anyone without the prior written consent of the Authority, and any such subcontracts shall be consistent with and subject to the provisions of this Agreement. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under this Agreement. The Contractor shall provide the Authority with copies of all subcontracts. Notwithstanding anything to the contrary in this Agreement, the Authority hereby agrees that, the Contractor may subcontract certain tasks hereunder to the Authorized Subcontractors and the Authority consents to all such subcontracting to the Authorized Subcontractors.
13. **Conflicts of Interest:** Contractor acknowledges the application of the Massachusetts Conflict of Interest Law (M.G.L. c.268A) to the subject matter of this Agreement and that Contractor's personnel, and Contractor's subcontractor's personnel, if any, may be considered "special state employees" and thus subject to the provisions of such law. Contractor represents and warrants that it is, and agrees that, for the duration of the term of this Agreement, it and its subcontractors, if any, shall remain in full compliance with the Massachusetts Conflict of Interest Law. Contractor further agrees to provide the Authority with the information listed in Attachment B hereto and to disclose all financial interests in the subject matter of this Agreement held by Contractor. Contractor and its subcontractors, if any, shall not take any action which it knows or has a reasonable basis to believe would cause any officer or employee of the Authority to participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, or association in which (s)he is directly or indirectly interested or to have any interest, direct or indirect, in this Agreement or the proceeds thereof. The Authority acknowledges that the Agency has disclosed that it works for several clients in the healthcare field.
14. **Record Keeping, Audit, and Inspection of Records:** Contractor shall maintain books, records and other compilations of data pertaining to its activities under this Agreement to the extent and in such detail as shall properly substantiate claims for payment and Contractor's performance of its duties under the Agreement. All such records shall be kept for a period of not less than seven (7) years or for such longer period as is specified by the Authority (the "Retention Period"). The Retention Period starts on the first day after final payment under this Agreement is made. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. The Authority, or its designees, shall have the right at reasonable times during normal business hours and upon reasonable notice, to examine and copy the books, records, and other compilations of data of Contractor which pertain to the provisions and requirements of the Agreement; provided, however, that such examination audit and inspection shall not include the right to audit direct payroll/salary costs or overhead costs, profits or non-billable expenses; and provided, further, that such examination, audit and inspection shall not include the right to inspect and audit the Contractor books and records more than twelve (12) months immediately preceding the date of the audit. Such access shall include on-site audits, reviews, and copying of records. If such audit reveals that any portion of the fees was utilized for purposes not permitted under this Agreement, then if contractor does not disagree with the findings of such audit, Contractor shall refund to the Authority the amount determined by such audit within thirty (30) days of Contractor's receipt of such audit and demand. In the event Contractor disagrees with the findings of such audit, Contractor shall promptly notify the Authority and the parties shall meet to attempt to resolve the dispute. If the parties are unable to resolve the dispute, they shall be entitled to seek any remedy available at law or equity. Notwithstanding anything to the contrary herein, the Authority's

review of books and records relating to services or Materials provided on a fixed-fee basis shall not entitle the Authority to a refund based on the number of hours worked on such fixed fee project or the total amount of legitimate expenses incurred, except in cases of fraud or willful misconduct by the Contractor.

15. **Confidentiality/Publicity:**

- a) Contractor hereby agrees to protect the physical security and restrict access to all data compiled for, used by, or otherwise in the possession of Contractor in performance of the services hereunder in accordance with Contractor's reasonable business practices and as otherwise provided in this Agreement. Contractor shall comply with all applicable laws and regulations relating to confidentiality and privacy, including, without limitation, all requirements of M.G.L. c.66A implicated by the subject matter of this Agreement.
- b) Contractor shall collaborate with the Authority to prepare any public statement or announcement relating to or bearing on the work performed or data collected under this Agreement or to prepare any press release or for any news conference in which the Authority is concerned or discussed. Contractor shall not release, make or issue any such public statement or announcement without the prior written consent of the Authority.

16. **Public Records:**

- a) As a public entity, the Authority is subject to the Massachusetts Public Records Law (M.G.L. c.66 and 66A) and thus certain documents and other materials made or received by the Authority are subject to public disclosure unless they are specifically exempted. Contractor specifically acknowledges that it bears the risk that any material submitted by Contractor to the Authority pursuant to this Agreement may be deemed not to qualify for a public records exemption.
- b) Furthermore, it is the intention of the parties that the Authority will continue to exercise custody of records received or produced under the Agreement. To the extent legally permissible, requests for access to said records shall be forwarded immediately to the Authority for response. Contractor shall not release information except as authorized to deliver services under this Agreement.

17. **Modification of Plans:** The Authority reserves the right to modify, revise, or cancel any plans, schedules, or work, and in the event the Authority notifies the Contractor that the Authority wishes to do so, the Contractor will take steps as soon as practicable to give effect to the Authority's instructions. In connection with any such modification, revision or cancellation, the Authority agrees to pay the Contractor according to the terms of this Agreement for any work done, including but not limited to (a) reimbursing the Contractor for all expenses incurred prior to the effective date of such modification, revision or cancellation; (b) assuming the Contractor's liability for all contracts and commitments the Contractor is unable to cancel; and (c) reimbursing the Contractor for any cancellation penalties incurred; provided, however, that the Authority's liability shall be limited to expenses, contracts and commitments properly authorized pursuant to the terms of this Agreement.

18. **Use of Materials By Third Parties:** After material has been issued by the Contractor to the news media or to another third party, its use is no longer under the Contractor's control. The Contractor cannot assure the use of news material by any news organization. Similarly, the Contractor cannot control the form or manner of use by the news media or others of the material, including, but not limited to, the accurate presentation of information supplied by the Contractor. It is understood and agreed that the Contractor does not stipulate or guarantee specific or overall results or returns from the services provided hereunder.

19. **Force Majeure:** Neither party shall be liable for any delay or failure to carry out or make continuously available its obligations under this Agreement if such delay or failure is due to any cause beyond such party's control, including without limitation restrictions of law or regulations,

labor disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.

20. **Approvals:**

- a) Subject to Sections 20(c) and (d), approval to incur expenses may be provided to Contractor via email or set forth in a Work Order, project budget, purchase order or similar document delivered to Contractor by the Authority.
- b) Subject to Sections 20(c) and (d), approval to release materials contemplated for release and prepared in connection with the services contemplated hereunder (e.g., a press release) may be provided via email.
- c) The following individuals shall be entitled to act on behalf of the Authority:

Name	Title
Joan Fallon	Chief Communications Officer
Kevin Counihan	Chief Marketing Officer

- d) In addition to the individuals identified in Section 20(c), Contractor shall be entitled to rely on the approval or consent of any other individuals expressly designated in writing by the individuals identified in Section 20(c) as authorized to act on behalf of the Authority.

21. **Choice of Law:** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth, without giving effect to the conflict of laws principles thereof. All legal actions arising out of or relating to this Agreement shall be commenced and maintained in a state or federal court sitting in the Commonwealth. By execution and delivery of this Agreement, each of the parties accepts for such party, generally, exclusively and unconditionally, the jurisdiction of said courts. This Section 21 shall not be construed to limit any other legal rights of the parties. Contractor acknowledges and agrees that any breach or threatened breach of this Agreement by Contractor will result in substantial, continuing and irreparable damage to the Authority. Therefore, in addition to any other remedy that may be available to the Authority, the Authority will be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach by Contractor of the terms of this Agreement.

22. **Amendments and Waivers:** The Authority may amend Attachment B (without any action by Contractor) to reflect changes in law or Authority policies and shall promptly deliver any and all such amendments to Contractor in the manner provided in Section 7 of this Agreement. Except as provided in the immediately preceding sentence, no amendment to or modification of this Agreement (including any work order), and no waiver of any provision hereof, shall be effective unless the same shall be in writing and shall be signed by each of the parties hereto. Any waiver by the Authority of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

23. **Severability:** Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.

24. **Binding Effect; Benefit; Entire Agreement and Attachments:** This Agreement shall be binding on the parties hereto and their respective successors and permitted assigns and shall inure to the

benefit of the parties and their respective successors and permitted assigns. Except as provided in the immediately preceding sentence, nothing in this Agreement shall be construed to create any rights or obligations except between the parties hereto, and no Person shall be regarded as a third party beneficiary of this Agreement. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements and understandings relating to such subject matter. No statement, representation, warranty, covenant or agreement of any kind not set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The following (together with all exhibits, schedules and attachments thereto) are hereby incorporated into this Agreement by reference:

- a) Attachment A – Form of Work Order, and all work orders entered into in accordance with the terms of this Agreement and attached hereto.
 - b) Attachment B – Consultant/Contractor Mandatory Disclosure Form
 - c) Attachment C – Additional Terms for the Purchase of Advertising Services
25. **Headings:** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
26. **Counterparts:** This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as a document under seal as of the Effective Date set forth in the first paragraph hereof.

Commonwealth Health Insurance Connector Authority

By: Jon Kingsdale

Name: Jon Kingsdale

Title: Executive Director

Weber Shandwick

By: Mark Sullivan

Name: Mark Sullivan

3-4-09

Title: SVP - Finance

ATTACHMENT A

This Attachment A will set out all of the Work Orders that the Authority and the Contractor have agreed will be performed by the Contractor as of the Effective Date. The Contractor will provide the deliverables in accordance with the deadlines specified in the Work Orders and the Authority will make payments in accordance with each Work Order subject to the limitations contained herein and the terms and conditions of the Agreement.

The Contractor will complete the Work Orders within the sequence called for in this Attachment A and by reason of the deadlines in the Work Orders. On occasion, the Authority, through its Project Personnel, may issue additional Work Orders that are designed to carry out tasks and provide services related or ancillary to the Work Orders identified in this Attachment A. Where the Authority and the Contractor determine that the tasks identified in a Work Order should be revised, or should not be performed, or should be performed in a different manner or sequence, the Authority and the Contractor will document any changes in the tasks, deliverables, or deadlines established under a Work Order. In any event, the Authority reserves the right to terminate any Work Order, any services provided under any Work Order or any portion thereof in the Authority's discretion upon providing notice to the Contractor, in each case, in accordance with the Agreement, including without limitation Sections 8 and 17.

In consideration of Contractor's performance, in accordance with the Agreement, of the tasks, services and expenses described in the Work Orders set forth in this Attachment A, the Authority shall pay make payments in accordance with each Work Order up to a fixed engagement cap of \$1,500,000.00 from the Effective Date through December 31, 2009. Certain fees, costs and expenses are currently broken out in individual Work Orders. Other fees, costs and/or expenses will be identified and agreed upon in writing at a later date or at the time of execution of successive Work Orders. In any event, the Authority will not be obligated for any fees, costs or expenses over \$1,500,000.00 from the Effective Date through December 31, 2009 for any and all tasks, services and expenses described in the Work Orders included in this Attachment A, including any fees, costs and/or expenses incurred under Attachment C.

Work Order

This Work Order is subject to the terms and conditions of the Master Services Agreement (as may be amended from time to time, the “Agreement”) dated January 15, 2009 between the Commonwealth Health Insurance Connector Authority and the Cambridge office of Contractor. Capitalized terms used and not otherwise defined in this Work Order shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Work Order and the Agreement, the Agreement shall govern.

Pursuant to the terms and conditions of the Agreement and this Work Order, the Authority and Contractor agree as follows:

1. Services: Contractor will provide the following services (the “Services”):

Task 1: Corporate positioning/branding

- Engage in corporate positioning and branding exercises that will provide the foundation to reposition the Connector Authority as a health insurance SERVICE provider. Engage in a brand positioning summit (moderated by KRC), benchmark survey, ongoing tracking surveys. Develop logo and corporate brand/positioning plan.

Estimated time frame: February 2009 – December 2009

Task 2: Launch of “contributory plan”

Contractor will work with Authority to develop marketing and communications plan to support the launch of the Authority’s new “contributory plan” for employers and build awareness with small business owners of the Authority’s ability to offer employees more choice. Develop new collateral materials and advertising for the program. Coordinate and pursue outreach initiatives with target audiences, including small business employers, insurance brokers, and business organizations.

Estimated time frame: February 2009 – December 2009

Task 3: Creative development/media planning

Contractor will work to develop and refine creative concepts in various formats (television, radio, print, online, transit) according the media placement strategy and plan. Upon approval, and in accordance with the approved media plan, Contractor will complete production of concepts into finished advertisements.

Contractor will execute on media plan and purchase advertising on behalf of the Authority to maximize resources in reaching target audiences effectively and efficiently

Once the media plan is approved by Authority, Contractor will negotiate placements and purchase media on behalf of the Authority. Contractor will seek to negotiate best available rates, positioning and placements with media outlets in accordance to approved media plan and budget. Contractor will to maximize relationships with media partners to maximize overall campaign exposure and value. Contractor will manage overall media purchases and billing.

Estimated time frame: January 2009 – December 2009

Task 4: Partnership Development

Contractor will work with Authority to develop and implement community partnerships that help to educate the public about the new health care insurance options available through the Connector.

Estimated time frame: January 2009 – December 2009

Task 5: Free media

Contractor will work with Authority to develop marketing/communications efforts that coincide with key dates (e.g. Mother's Day, tax day, college graduation, etc.)

Work with the Authority to continue to identify recent enrollees to highlight with media and for Connector website.

Development and distribution of PSAs and RNRs and implementation of free media campaigns on an as needed basis to highlight milestones in health care reform, leverage seasonal tie-ins, and focus on enrollee and economy-focused news angles.

Estimated time frame: January 2009 – December 2009

Task 6: Strategic counsel and issues management

Contractor will help Authority prepare for and help deal with issues on an as-needed basis.

Provide counsel on an as-needed basis on communications matters.

Estimated time frame: January 2009 – December 2009

2. Location: Contractor will provide the Services at the Authority's premises or such other premises as the Authority and Contractor may deem appropriate.
3. Deliverable(s): Contractor will provide the following deliverables (the "Deliverables").

Corporate positioning/branding

- Conduct brand positioning summit (moderated by KRC), benchmark survey to establish baseline measures, and ongoing tracking surveys to track shifts in perceptions.
- Provide assistance/guidance on logo design.
- Develop corporate brand/positioning plan.

Launch of "contributory plan"

- Development of marketing/media plan to launch "contributory plan"
- Collateral development for new plan
- Outreach to media, brokers, employers at time of launch

Creative development/media planning

- Development, production and placement of new radio, print, and online advertisements supporting the Connector's programs, including the new Contributory plan. Ads expected to begin in April 2009 and continue (on pulsed schedule) through September 2009.
- Develop, produce and place

Partnership development

- Develop and implement plan for continued partnership with Red Sox
- Pursue additional partnerships based on consultation with Authority
- Assist in implementation and support of existing partnerships

Earned media

- Coordination and distribution of PSAs, RNRs, and enrollee/economy focused media pitches.
- Assist authority with enrollee outreach as necessary

4. Term of Work Order: This Work Order will become effective as of January 15, 2009. Unless otherwise expressly agreed by the Authority in writing, Contractor shall complete the Services and provide the Deliverables described above on or before December 31, 2010.

5. Payments:

Time and Materials:

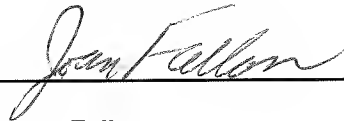
- i. Hourly Fee. The Authority shall pay the Contractor \$190.00 per hour for each hour worked by the Contractor and its employees and agents on the Authority's behalf.
- ii. Expenses. The Authority shall reimburse the Contractor for the Contractor's reasonable, actual out-of-pocket expenditures, including but not limited to travel, freight shipping, storyboards, video cassettes DVD-ROMs, CD-ROMs, slides and slide film, printing, postage, messenger, telephone, fax, copy charges and courier services. Any single expense in excess of \$1,000 (each, a "Major Expense") may be billed directly to the Authority by the vendor. In the event direct billing is not commercially possible, The Contractor reserves the right to pre-bill any Major Expense. All syndicated research conducted on the Authority's behalf (e.g., Lexis or Factiva), will be billed to the Authority at the published list price for such research services.

6. Project Personnel:

For Contractor: Tara Murphy
For Authority: Joan Fallon

7. Contractor hereby represents and warrants that, as of the date of this Work Order, all of the representations, warranties and certifications of Contractor set forth in the Agreement are true and correct and Contractor is in compliance with all of Contractor's obligations under the Agreement and each other Work Order between the Authority and Contractor.

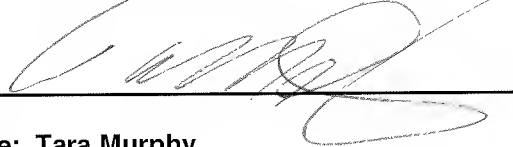
Commonwealth Health Insurance Connector Authority

By: 

Name: Joan Fallon

Title: Chief Communication Officer

Weber Shandwick

By: 

Name: Tara Murphy

Title: Senior Vice President

Attachment A-1

To: [CONTRACTOR]

Attention:

From: Patrick Holland

Date:

Re: Electronic Payment of the Commonwealth Health Insurance Connector Authority's Invoices

In an effort to pay your company's invoices in a timely and efficient manner, the Health Insurance Connector Authority would prefer to make electronic ACH transfers directly to the company's account. For this transaction to be possible, the Authority requests the following banking information.

Financial Institution: _____

Address: _____

City & State: _____

Account No.: _____

Transit Number (ABA#): _____

Company Contact Person: _____

Contact Telephone No.: _____

Please return this form to:

Commonwealth Health Insurance Connector Authority

Attention: Patrick Holland, CFO

Fax #: (617) 573-1727

ATTACHMENT B

CONSULTANT/CONTRACTOR MANDATORY DISCLOSURE FORM

Additional Income Disclosure. Please identify any contracts or grants with (or other income received from) the Commonwealth, including any political subdivision or public authority, in effect as of the date of execution of this Agreement. Enter N/A if none. Attach additional sheets as necessary.

Disclosure of Persons with Financial Interest. The following individuals have a financial interest in the Agreement and/or more than a one percent (1%) equity interest in the Consultant/Contractor. Enter N/A if none. Attach additional sheets as necessary.

Conflict of Interest. Consultant/Contractor acknowledges that the individuals performing services under this Agreement may be considered "special state employees" subject to the provisions of the Massachusetts Conflict of Interest Law, M.G.L. c.268A, and certifies that these individuals are familiar with the restrictions imposed thereon.

Key Personnel. Attach a resume for all key personnel to be assigned to the performance of this Agreement.

The information submitted herein is certified by Consultant/Contractor to be accurate and signed under the penalty of perjury.

Name of Consultant/Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT C

Additional Terms for the Purchase of Advertising and Research Services

The following additional terms and conditions shall apply to all purchases of advertising services by The Authority from the Contractor and its subcontractors.

1. **Media Costs:**

- a) On all advertising handled by the Contractor for the Authority, the Contractor will bill the Authority at the rates charged to the Contractor by the media.
- b) If the Authority does not use all of the space, time or facilities for which the Authority originally authorized the Contractor to contract and if a higher "short rate" results, then the Contractor will bill the Authority on the basis of the additional amount due by reason of the rate differential.

2. **Production Costs:**

- a) Charges for artwork; mechanical and interactive production items (such as comprehensive layouts, finished art, presentation materials, scans, engravings, image composition, photography, photostats, photocopies, typesetting, engraving, mechanicals, retouching, separation film material, proofs and electrototyping, etc.); printing; publication film material; and any other art and mechanical items related to the creation and production of advertisements, (including but not limited to scanning, color correction, digital assembly, and black & white/color proofing) in each case purchased by the Contractor from unaffiliated third parties in the development and production of the Authority's advertising materials will be billed at the rates charged by such parties.
- b) Charges for production of radio and television commercials and for any media upon which advertising materials are placed (including, without limitation, videotapes, DVD-ROMs, CD-ROMs, slides, and slide film) will be billed at the rates charged by the producers of such materials. In connection therewith, there will also be the following charges: for a quantity that is in excess of the Contractor's normal number of production visuals (storyboards) that the Contractor delivers to the Authority, which shall be approved by the Authority, or for a type of production visual (storyboards) that is different than the Contractor's normal production visuals that the Contractor delivers to clients, which shall be approved by the Authority, the Contractor will bill the Authority at the rate of \$190.00 per hour (if the work is done by the Contractor's own employees) or at the cost actually charged to the Contractor's if the work is done by a third party.
- c) For music, (including, but not limited to, "jingles") purchased from third parties for the Authority's usage, the Contractor will bill the Authority the amount the Contractor was charged. If the Authority uses any music composed by the Contractor's own employees, the Contractor will bill the Authority at the rate of \$190.00 per hour for such compositions.
- d) Artwork, audio visual, and other production items prepared on the Contractor's equipment and with the Contractor's personnel will be billed at rates to be agreed upon by the parties. Paintings, drawings and other forms of commercial art executed for the Authority by the Contractor's employees will be billed at the rate of \$190.00 per hour.

3. **Compensation and Charges for Collateral Material:** For all collateral material, including, but not limited to, printed poster papers, outdoor banners and displays, window displays, counter displays, booklets, leaflets, broadsides, labels, package designs and any other similar material prepared at the Authority's request, the Contractor's charges will be as follows: where such material is produced or prepared by the Contractor at the Authority's request, the Contractor will bill the Authority for the net cost of all production costs incurred in the production of all collateral materials, including the net cost for printing and manufacture of such collateral material. In addition, the Contractor will also charge a project fee for any collateral material produced by the

Contractor which project fee will be estimated in advance and submitted to the Authority for approval prior to production.

4. **Surveys, Research, and Analyses:** All surveys, research, and analyses will be charged to the Authority in an amount to be mutually agreed upon in writing in advance of the commencement of work.

5. **Talent Payments:**

- a) The Contractor's expenditures and costs for talent fees, testimonials and releases (including talent re-use payments, union fees and travel) will be billed to the Authority at the Contractor's out-of-pocket cost.
- b) If the Contractor handles payments and records for taxes and withholdings on payments to talent, the Authority will reimburse the Contractor at cost for out-of-pocket expenses paid including employer taxes on payroll and other employer payments required by law. If the Contractor arranges for talent payments to be made through a third party retained by the Contractor, the Authority will reimburse the Contractor for out-of-pocket expenses incurred or paid for employer taxes on payroll and other employer payments required by law plus the handling fee charged by any third party retained by the Contractor to make such payments and maintain such records.
- c) The Authority acknowledges and agrees that the Contractor is or may become a signatory to certain union or guild agreements (the "Union Agreements"), including the Screen Actors Guild Commercials Contract and the American Federation of Television and Radio Actors Commercials Contract, governing the hiring and use of performers in commercial materials and that the production and use of commercial materials produced by the Contractor on the Authority's behalf therefore will be subject to the terms and conditions of these Union Agreements.
- d) The Authority will be responsible for paying the Contractor all amounts that may be due pursuant to these Union Agreements. Accordingly, the Authority agrees to indemnify and hold the Contractor harmless from any claims asserted by any guilds or unions for nonpayment or underpayment of performers or the guild or union in connection with the production and/or use of any materials produced by the Contractor on the Authority's behalf, whether such claims arise or are asserted during or after the term of this Agreement. Prior to the Contractor's delivery of any commercials to the Authority or to any stations or other media or venues (or at any other time that the Contractor reasonably requests), the Authority agrees to complete and sign a union or guild form of Transfer of Rights/Assumption Agreement with respect to such commercials.
- e) If this Agreement is terminated for any reason, then any contract that the Contractor has entered into with talent, shall, simultaneously on the effective date of such termination, be automatically assigned to the Authority or to the Authority's agent. The Authority shall assume all of the rights and obligations under such contracts arising thereafter and the Contractor shall be relieved of any further responsibility or liability with respect thereto.

6. **Media and Production Billing:** In accordance with the generally recognized principle that the Contractor will not be required to finance the advertising program of the Authority, the parties agree to the following billing and payment procedures:

- a) In contracting for advertising space and time in any of the media, the Authority hereby authorizes and agrees that the Contractor may contract with media on the Authority's behalf on the basis of sequential liability, whereby the Contractor will be solely liable for payment to the extent that amounts have cleared from the Authority to the Contractor for advertising to be placed and the Authority will be solely liable to media with respect to payments for such placement to the extent that such amounts have not cleared to the Contractor.

- b) Media Billing. Media billing, based on estimated expenditures, and the timing of the Authority's payments shall be in such a way as to ensure that the Authority's payments will be received prior to the earlier of the Contractor's release of funds or the Contractor's guaranteed financial commitment to the media. Original media billing will be based on the cost of the media time or space ordered by the Contractor on the Authority's behalf and will be adjusted to actual amounts once the media invoices have been received and processed.
- c) Production Billing. Original production billing will be based on 100% of the approved job estimate and will be invoiced as follows:
 - i) Invoices for production of television and radio commercials (including applicable state and local sales tax) shall be paid by the Authority within thirty (30) days of invoice date. The billing structure for such broadcast commercial production is as follows:
 - 1) Fifty percent (50%) of the total estimate will be billed upon the Authority approval.
 - 2) Forty Percent (40%) of the estimate will be billed upon approval of rough-cuts.
 - 3) Ten percent (10%) or balance of the job will be billed upon completion.
 - ii) Invoices for all other production (including applicable state and local sales tax) shall be paid by the Authority within thirty (30) days of invoice date. The billing structure for such production is as follows:
 - 1. Fifty percent (50%) of the total estimate will be billed upon the Authority approval.
 - 2. 50% or balance of the job will be billed upon completion.
- d) Adjustments to Estimates. The Contractor shall advise the Authority at the earliest time practicable of the likelihood that costs may exceed the Contractor's estimate for such work. The Contractor shall seek the Authority's approval if incurred expenses are anticipated to exceed 5% of an approved estimate. In no event, however, shall aggregate fees, costs and expenses incurred under this Agreement exceed the agreed upon fees, costs and expense cap set forth in Attachment A.